

CONTRACT AGREEMENT FOR THE SUPPLY, HANDLING, TRANSPORT AND DELIVERY OF VARIOUS FERTILIZERS (AS, MOP & DOLOMITE) UNDER SOPDP CY 2021 CONTINUING APPROPRIATION CY 2022

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT entered into this _____ day of _____, 2022, by and between:

PHILIPPINE COCONUT AUTHORITY, a government owned and controlled corporation created and existing under P.D. 1468, as amended, with Regional Office at PCA Complex, Bago Oshiro, Tugbok District, Davao City, and herein represented by its Regional Manager III, **JUVY T. ALAYON.**, hereinafter referred to as the **"PCA"**.

and

MODERN TIME ENTERPRISES, INC., a private company duly registered with the Securities and Exchange Commission, with principal address at Lanang, Davao City and herein represented by its Authorized Representative, **PENG KEE SO**, hereinafter referred to as the **"SUPPLIER"**.

WITNESSETH

WHEREAS, the PCA conducted an advertised Competitive Bidding for the Supply, Handling, Transport and Delivery of Various Fertilizers (AS, MOP & DOLOMITE) under SOPDP CY 2021 Continuing Appropriation CY 2022 of the Philippine Coconut Authority;

WHEREAS, in the tender and opening of bids, the offer of MODERN TIME ENTERPRISES, INC., hereinafter referred to as "SUPPLIER", was evaluated as the single calculated and responsive bid for the Supply, Handling, Transport and Delivery of Various Fertilizers (AS, MOP & DOMOLITE) under SOPDP CY 2021 Continuing Appropriation CY 2022 with the amount of PESOS: **FOUR MILLION EIGHTY-TWO THOUSAND EIGHT HUNDRED (Php4,082,800.00)**, hereinafter called the "Contract Price";

WHEREAS, the supply, handling, transport and delivery of the aforementioned goods was awarded to **MODERN TIME ENTERPRISES, INC.**, as the single calculated and responsive bidder.

NOW THEREFORE, premises considered, the parties hereto have mutually agreed as follows:

1. In this agreement, words and expressions shall have the same meaning as are respectfully assigned to them in Paragraph 1 (1.1, 1-n) of the General Conditions of Contract.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:

a. Bid Form and Price Schedule submitted by the Bidder	-	Annex "A"
b. Conformity to the Schedule of Requirements and Technical Specifications	-	Annex "B"
c. Schedule of Requirements	-	Annex "C"
d. Required Technical Specifications	-	Annex "D"
e. The General Conditions of the Contract	-	Annex "E"
f. The Special Conditions of the Contract	-	Annex "F"
g. The Entity's Notification of Award	-	Annex "G"
h. Performance Security	-	Annex "H"
i. Eligibility/Technical Documents	-	Annex "I"

3. In consideration of the payments of the Contract Price or part thereof by the PCA as the authorized paying agency, the SUPPLIER hereby covenants with PCA to provide the goods and to remedy any and all defects therein in conformity with the Required Specifications and in all respects with the provisions of the Agreement.

For this purpose, all defects and deficiency in the delivered goods in terms of quality and volume shall be corrected by the SUPPLIER immediately to commence not later than five (5) days upon receipt of the Notice of Defects from PCA. The replacement of deficient qualities or quantities shall be delivered to the designated drop-off point duly covered by replacement delivery invoice which shall be duly received by an accountable PCA authorized personnel.

4. The transfer or change of allocation/s from one drop-off point to another and any change or variation in the scope of services shall not be executed by the SUPPLIER without prior approval and written endorsement of the Regional Manager of PCA to the SUPPLIER.
5. SUPPLIER agrees to furnish the PCA all such documents, data and information as may be necessary that may arise from the delivery and receipts of the goods as may be required by PCA, for the purpose of monitoring and ensuring that deliveries and acceptance have been complied with in accordance with the provision of the terms and conditions of the Agreement to the satisfaction of all parties and to facilitate the timely payments of the Contract Price or part thereof due and demandable thereon.
6. The PCA hereby covenants to pay the SUPPLIER the Contract Price of part thereof, or such sum as may become payable upon faithful compliance with the terms and conditions and in the manner prescribed by the Agreement.
7. The SUPPLIER shall be entirely responsible for all the necessary taxes, stamp duties, license fees and other such levies imposed for the completion of the Contract.
8. Progress payment shall be allowed. The SUPPLIER shall submit request/s for payment, in writing, accompanied by an invoice describing, as appropriate, the goods to be delivered, and other documents as may be required, and upon fulfilment of other obligations stipulated in the contract for the payments of the Contract Price. Payments shall be made promptly, but in no case later than sixty (60) days upon submission of the required documents. Progress payment shall also be allowed provided the abovementioned requirements are met.
9. If the SUPPLIER fails to satisfactorily deliver any or all of the Goods within the delivery period specified in the Schedule of Requirements herein attached as Annex "C", from receipt of the Notice to Proceed, inclusive of duly granted time extensions, if any, the PCA shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages for every day of delay, at least equal to one-tenth of one percent (0.10%) of the cost of the delivered price of delayed Goods or part thereof of delay until actual delivery. Once the maximum, amounting to ten percent (10%) of the Contract Price, is reached, the PCA shall rescind the contract, without prejudice to other courses of action and remedies open to it.
10. The SUPPLIER warrants that the GOODS are free from any defects. PCA shall inspect the GOODS upon delivery, and those that do not conform to the standard shall be immediately replaced.

The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank

guarantee equivalent to at least ten percent (10%) of the total contract price. The special bank guarantee must be contract specific, that is, it shall be executed for the special purpose of covering the warranty for the subject procurement contract. After the lapse of the minimum period, the PCA shall release the retention money or special bank guarantee. The warranty shall only be released after the lapse of the warranty period, provided that the goods supplied are free patent and latent defects and all the conditions imposed under the contract have been fully met.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

PHILIPPINE COCONUT AUTHORITY

By:

JUVY T. ALAYON

Regional Manager III

MODERN TIME ENTERPRISES, INC.

By:

PENG KEE SO

Authorized Representative

SIGNED IN THE PRESENCE OF:

MARVIE SAM P. BAJAO
Accountant III

GRACE S. ORILLA
PDO IV

ACKNOWLEDGEMENT

Republic of the Philippines)s.s
DAVAO CITY

Before me, a Notary Public, on this OCT 26 2022 day of _____, 2022 in DAVAO CITY, personally appeared:

Name	Com. Tax Cert. No./ID No.	Date and Place of Issue
JUVY T. ALAYON	PCA ID: 138-9	6/13/2022 PCA Central Office, Quezon City
PENG KEE SO	SSA# 09-0839838	

known to me to be the same persons who executed the foregoing instrument and acknowledged that the same is their own free will and voluntary acts and deeds and that of the entities they represent for the purpose herein above set forth.

This instrument consists of three (3) pages signed by the parties concerned and their instrumental witness in every page thereof.

IN WITNESS WHEREOF, I hereunto set my hand and my Notarial Seal at the place and date first above written.

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ATTY. MARION LAWRENCE P. LARA
Notary Public for Davao City
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Roll of Attorneys No. 81263
Km. 7, Lanang, Davao City